

**AGENDA
REGULAR MEETING
OF THE BOARD OF TRUSTEES
VILLAGE OF IRVINGTON, NEW YORK
MONDAY, NOVEMBER 3, 2014, 7:00 P.M.
IRVINGTON VILLAGE HALL – TRUSTEES ROOM**

1. Call to order by Mayor Brian C. Smith
2. Pledge of allegiance to the flag of the United States of America
3. Water Audit Presentation
4. Presentation by Bench Strength Partners re: Cellular Lease Agreement
5. Announcements
 - a. Public hearing to consider a local law amending the Code of Ethics of the Village of Irvington – November 17, 2014 at 7:00 p.m. in Village Hall
 - b. Check over \$25K
 - c. School Board Recognition Week (October 27 – October 31, 2014)
6. Correspondence
 - a. Julia Wexler
 - b. William Phoenix
 - c. Jeffrey Braun
 - d. Eric Spino
 - e. Nancy McDonald
 - f. Catherine Johnson
 - g. Ron & Amy Cohen
 - h. Laurie Wasserman
 - i. John Canning
 - j. Christina Canning
 - k. Roger Burkhardt
 - l. Craig Vogel
 - m. Patricia Mulvey
 - n. Charlotte Puzio
 - o. Mark & Nancy Mazur
 - p. Nicola & Peter Coddington
 - q. Michael Hanna
 - r. Jill Bailin Rembar
7. Public comment
8. Consent Agenda
 - a. Minutes of the Regular Meeting of the Village Board held on October 20, 2014
 - b. Change Order #1 for Riverview Road Water Storage Tank Rehabilitation Project
 - c. Approval for Superintendent of Recreation & Parks to attend conference
 - d. Appointment of Personnel
 - e. Approval of Fire Company Fundraising Letter
 - f. Approval of contract 2014-19 with CPI-HR for professional services associated with the Affordable Care Act
9. Continuation of Public Hearing to consider a Local Law amending the Zoning Code with respect to deer fences
10. Approval of an Inter-municipal Agreement with the County of Westchester for Organic Yard Waste Transfer Program
11. Volunteer Appointments

12. Award of contract 2014-13 for Audio Visual Upgrade Project
13. Reports of Boards, Standing Committees and Officers
 - a. Trustee Liaisons reports
 - b. Village Administrator's report
 - c. Village Clerk-Treasurer's report
 - d. Village Attorney's report
14. Public comment
15. Review of action items
16. Adjournment



Korn Rosenbaum LLP
Certified Public Accountants
26 Firemens Memorial Drive
Suite 110
Pomona, New York 10970
Telephone: 845-354-4646
Fax: 845-354-6706
website: www.krpj.com
email: info@krpj.com

David W. Wemmer, CPA
Kathleen M. Haubner, CPA
Murray L. Korn, CPA
(1924 - 2007)
Irwin I. Rosenbaum, CPA
(1926 - 2009)
William S. Phillips, CPA
Thomas F. Jauntig, Jr. CPA

Independent Accountant's Report
On Applying Agreed-Upon Procedures

Village of Irvington
Board of Trustees
Irvington, New York 10533

We have performed the procedures enumerated below, which were agreed to by the Village of Irvington, solely to assist you with respect to the water meter reading procedures of the Water Department of the Village of Irvington. The Village of Irvington's management is responsible for the company's water reading procedures and the accompanying accounting procedures and records. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as followed:

Sample Selection and Meter Reading Procedures:

Utilizing the Village's water billing records, we chose an initial random sample of Water customers approximating 5% of total customers and in addition, we chose an additional targeted sample of 15 customers whose residence/business is adjacent to a customer in the random sample. At the request of Village officials an additional 5 customers were added to the sample, chosen by the Village, representing customers that had had specific issues with water billing. The purpose of our sampling was to choose a sample that reflected the types of Village water customers (residential and commercial). In addition, the size of the sample was chosen to be of sufficient size to provide reasonable expectation of detecting any possible errors in the meter reading process. Choosing a sample of an additional 15 locations adjacent to another tested customer was to test that the ARB reading did not inadvertently read the adjacent property.



Our initial random sample resulted in 102 water customers, including the additional targeted sample of 15 adjacent buildings and the additional 5 Village identified customers. The Village Clerk sent letters to all customers selected, stating the purpose of the meter reading and, offering a variety of dates and times, requested that the customer contact the Village to schedule a meter reading. After follow-up letters and telephone calls, made by Village staff, the final test sample consisted of 72 customers, including 11 adjacent residence/businesses. Village officials prepared an appointment schedule of residences and businesses to be visited by auditors from our office and a Village Water Department employee.

Accordingly, during the period of June 11, 2014 to June 19, 2014, visits were made to each of the final selected locations, by our auditors and a Village Water Department official, at which the following procedures were performed:

1. Procedure:

We observed the remote reading of the meter by use of the ARB receiver from the exterior of the residence/business. We recorded the result of the remote reading and then verified that the reading is accurate by direct examination of the display on the physical meter at the location. For locations that did not have ARB transmitter type readers we recorded the actual meter reading, pipe size, meter size and serial number for purposes of the other tests.

Findings: There were no discrepancies found in our sample between the remote reading and the actual meter reading.

2. Procedure:

We recorded the serial numbers of the actual water meter and the ARB numbers shown on the transmitter. These numbers were then compared to the serial numbers and ARB numbers in the Village Hall's customer records ascertaining that the meter corresponds with information in the billing records.

Findings: There were no discrepancies with the ARB numbers. There were 13 meter serial numbers that did not match the billing records. There were also 15 instances in which, due to the positioning of the water meter, the serial numbers were inaccessible and, therefore, not recorded.



It should be noted that the serial numbers of the water meters have no significance in the identification of the location or in the billing process, but merely identify the particular meter installed. The significant factors in determining that the proper bill was issued to the correct customer were the name and address of the customer and that the ARB number in the customer's profile matched that of the transmitter attached to the water meter at the customer's location. We ascertained that the name, address and ARB numbers in the billing records matched those at the locations tested and detected no discrepancies.

3. Procedure:

Verify that the pipe size corresponds with the meter size.

Findings: There were no discrepancies in pipe size and meter size with the exception of one residential location that had a 5/8" pipe to which was attached a 3/4" meter head.

4. Procedure:

We compared the meter readings obtained in the field with the last meter reading recorded in the billing records of the Village.

Findings: With the exception of estimated meter readings, all readings made in the field were reasonable with the previously recorded reading.

5. Procedure:

We noted the units of measurement (cubic feet or gallons) indicated on the water meter at the locations visited and compared to the units used in the billing process.

Findings: We noted no discrepancies in the measurement units used in preparing water bills.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.



This report is intended solely for the information and use of the Village of Irvington and is not intended to be and should not be used by anyone other than those specified parties.

A handwritten signature in black ink that reads 'Korn Rosenbaum LLP'. The signature is written in a cursive, flowing style.

Korn Rosenbaum LLP
Pomona, New York 10970

October 24, 2014

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Irvington will hold a public hearing on Monday, November 17, 2014 at 7:00 p.m. in Village Hall, 85 Main Street, Irvington, NY, to consider a local law to amend the Code of Ethics of the Village of Irvington. A copy of the proposed local law can be obtained in Village Hall or downloaded from the Village website: www.irvingtonny.gov

November 4, 2014
Brenda M. Jeselnik
Clerk-Treasurer
Irvington, NY

LOCAL LAW ____ OF 2014

AMENDING THE CODE OF ETHICS OF THE VILLAGE OF IRVINGTON

Be it enacted by the Board of the Trustees of the Village of Irvington that Chapter 27 (Code of Ethics) of the Code of the Village of Irvington is hereby amended as follows:

Section 1: Subsection B of § 27-3 (Conflicts of interest of Village officers and employees) is hereby amended to read as follows (new language in *italics*; deleted language ~~stricken~~):

- B. Provisions applicable to members of the Board of Trustees, Zoning Board of Appeals, Planning Board, *and* Board of Architectural Review, ~~Environmental Conservation Board, and Tree Preservation Commission,~~ and to paid employees. In addition to the provisions of Subsection A, no member of the Board of Trustees, Zoning Board of Appeals, Planning Board, *or* Board of Architectural Review, ~~Environmental Conservation Board, Tree Preservation Commission~~ or a paid Village employee *shall*:
- (1) Act as an attorney, agent, broker, employee, consultant or representative for any person in connection with any business dealing that person has with the Village.
 - (2) Appear before the Village *on any land use or zoning matter*, except on behalf of the Village or on his or her own behalf.

Section 2: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 3: This local law shall take effect upon filing with the Secretary of State.

Larry Schopfer

From: Brenda Jeselnik <bjeselnik@irvingtonny.gov>
Sent: Monday, October 27, 2014 3:46 PM
To: Brian Smith; Larry Schopfer; 'Connie Kehoe (E-mail)'; Kristen Woll; Mark Gilliland; 'Walter Montgomery'
Subject: RE: One Check over 25K

To all Trustees,

Pursuant to the Village purchasing policy, please be advised that Mayor Smith will be presented with a checks over \$25,000 for dual signature.

Vendor: Irvington UFSD
Purpose: PEG Funds as authorized by Board
Budget: Capital Budget
Total Amount: \$130,000

Please let us know if you have any questions.

Brenda

Brenda M. Jeselnik
Clerk/Treasurer
Village of Irvington
85 Main Street
Irvington, NY 10533
(914) 231-3020

Office of the Mayor

VILLAGE OF IRVINGTON, NEW YORK



Proclamation



HEREAS each year, School Board Recognition Week is observed by the more than 700 school boards in school districts throughout the Empire State; and

WHEREAS

the men and women serving as members of school boards are dedicated to children, learning, and community, and devote many hours of service to elementary and secondary public education as they continually strive for improvement, excellence, and progress in education; and

WHEREAS

the members of New York's local school boards respond to the educational needs of the communities they serve and, in doing so, these leaders help strengthen our state's educational system and improve future prospects for our children; and

NOW THEREFORE

I, Brian C. Smith, serving as Mayor of the Village of Irvington, do hereby proclaim

**October 27 – 31, 2014
As School Board Recognition Week**

Given over my hand and the seal on the 21st day of October in the year 2014.

Brian C. Smith, Mayor



Loa

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 9:42 AM
To: ~~Julia Wexler <julian@julianwexler.com>~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Postpone vote request

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Julia Wexler <~~julian@julianwexler.com~~>
Date: Fri, Oct 17, 2014 at 3:54 PM
Subject: Postpone vote request
To: "ckehoe@irvingtonny.gov" <ckehoe@irvingtonny.gov>, Kris Wohl <kriswoll@aol.com>

Please consider postponing the upcoming vote on the cell tower until more than one consultant can do proper due diligence to determine the benefits versus detriments to our community.

Thank you
Julia Wexler

Sent from my iPhone

--
Connie Kehoe
litware@gmail.com
914 231 6969 (land line)

66

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 9:43 AM
To: ~~phoenixfamily@optonline.net~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Cell Tower lease - please postpone this vote

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: WILLIAM PHOENIX <~~phoenixfamily@optonline.net~~>
Date: Fri, Oct 17, 2014 at 4:02 PM
Subject: Cell Tower lease - please postpone this vote
To: kriswoll@aol.com, bsmith@irvingtonny.gov, mgilliland@irvingtonny.gov, ckehoe@irvingtonny.gov, wmontgomery@irvingtonny.gov

Hello,

I am writing to ask you to postpone the vote on Crown Castle Inc.'s cell tower lease until more information can be researched.

Thank you for all of your time and effort in representing our village!

Sincerely,
Liz Phoenix

--
Connie Kehoe
litware@gmail.com
914 231 6969 (land line)

(6c)

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 9:44 AM
To: ~~braun@kramerlevin.com~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: The vote on cell tower land lease extension

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Braun, Jeffrey L. <~~braun@kramerlevin.com~~>
Date: Fri, Oct 17, 2014 at 4:36 PM
Subject: The vote on cell tower land lease extension
To: "mgilliland@irvingtonny.gov" <mgilliland@irvingtonny.gov>, "ckehoe@irvingtonny.gov" <ckehoe@irvingtonny.gov>, "wmontgomery@irvingtonny.gov" <wmontgomery@irvingtonny.gov>, "bsmith@irvingtonny.gov" <bsmith@irvingtonny.gov>, "kwoll@irvingtonny.gov" <kwoll@irvingtonny.gov>

Dear Trustees:

I am an Irvington resident (15 Park Road). I understand that your Board is scheduled to vote on Monday on a proposed 20-year extension of the lease for the cell tower on Mountain Road, but that a controversy has arisen as to whether the Board has adequately studied the issue.

I don't have a position on whether the proposed extension is in the Village's best interests, but I do think that it is important, time permitting, that the Trustees make sure that they have received good advice on all relevant issues from the appropriate experts.

Thank you.

Jeffrey L. Braun | Partner

T: ~~212-714-7200~~ F: ~~212-714-7225~~ E: ~~braun@kramerlevin.com~~
Kramer Levin Naftalis & Frankel LLP | 1177 Avenue of the Americas | New York, New York 10036
<http://www.kramerlevin.com>

60d

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 9:45 AM
To: ~~lschopfer@yahoo.com~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Postpone the vote on cell tower

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Eric Spino <~~espinos@yahoo.com~~>
Date: Fri, Oct 17, 2014 at 4:43 PM
Subject: Postpone the vote on cell tower
To: mgilliland@irvingtonny.gov
Cc: ckehoe@irvingtonny.gov, wmontgomery@irvingtonny.gov, "Brian C. Smith" <bsmith@irvingtonny.gov>

As a resident of Irvington I strongly believe the vote to extend the land lease of the cell tower should be postponed. As we all know more and more people get rid of their home phones and are relying solely on the mobile phones each year. That means the value of the cell tower location increases also. This is why the company is trying to lock in a new lease with 9 years still left on their current one. It seems to me the longer Irvington waits to renew the more money we can demand for the location. To lock in a long term lease now is throwing away money.

I am and landlord of commercial property and and a tenant. I have a store in a great location in Scarsdale and the landlord will only give me a 5 year leases, why because they know they can keep demanding more rent. Is the tower the only one in town? If so a long term lease seems like a big missed opportunity for revenue which Irvington needs.

Eric Spino
1 Richmond Hill
also
65 Main Street

6e

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:24 AM
To: ~~nancy.mcdonald@wsj.com~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Cell tower vote

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: McDonald, Nancy <~~nancy.mcdonald@wsj.com~~>
Date: Fri, Oct 17, 2014 at 4:53 PM
Subject: Cell tower vote
To: "mgilliland@irvingtonny.gov" <mgilliland@irvingtonny.gov>, "ckehoe@irvingtonny.gov" <ckehoe@irvingtonny.gov>, "wmontgomery@irvingtonny.gov" <wmontgomery@irvingtonny.gov>, "bsmith@irvingtonny.gov" <bsmith@irvingtonny.gov>, "kwooll@irvingtonny.gov" <kwooll@irvingtonny.gov>

Dear Board of Trustees,

I am writing as it's my understanding that a vote is scheduled to take place 10/20 regarding the lease renewal/extension of the cell tower on Mountain Road. If in fact the lease is not due for renewal until 2023, it would not seem to be in Irvington's best interest to renew the contract at this time. A great deal can happen in nine years and I suspect our leverage to negotiate the most favorable terms for the village will only grow as we get closer to that date.

Sincerely,

Nancy McDonald

8 Sunnyside Place

Irvington, NY

6-f

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:25 AM
To: ~~William Johnson~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Please postpone vote on cell tower land lease extension

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Catherine Johnson <~~billiejohnson@gmail.com~~>
Date: Fri, Oct 17, 2014 at 5:34 PM
Subject: Please postpone vote on cell tower land lease extension
To: mgilliland@irvingtonny.gov, ckehoe@irvingtonny.gov, wmontgomery@irvingtonny.gov, "Brian C. Smith" <bsmith@irvingtonny.gov>, Kris Woll <kriswoll@aol.com>

.... and get a second opinion!

Thanks!

Catherine Johnson
Irvington, NY 10533

--
Connie Kehoe
litware@gmail.com
914 231 6969 (land line)

68

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:25 AM
To: [REDACTED]
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Question regarding Castle Rock cell tower issue

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Ron Cohen <ron18@aol.com>
Date: Fri, Oct 17, 2014 at 7:02 PM
Subject: Question regarding Castle Rock cell tower issue
To: mgilliland@irvingtonny.gov, ckehoe@irvingtonny.gov, wmontgomery@irvingtonny.gov, bsmith@irvingtonny.gov, kriswoll@aol.com
Cc: Amy Drew Martini <amartini66@hotmail.com>

Dear Irvington Trustees,

We have been informed that the Trustees will vote on Monday regarding a 29 year lease extension for the cell tower on Mountain Road. Our understanding is that the lease expires in 2023 but that Castle Rock has asked for a 29 year extension now. We further understand that the Board hired a consultant but that the lease was not analyzed. Is this correct? If so, we would appreciate your helping us understand why it is necessary to extend the lease 9 years before its expiration without at least a second opinion and a full analysis of the lease. As this is worth millions of dollars over a 29 year period, we trust that the Trustees will exercise all prudent diligence in the process of extending this commitment by Irvington taxpayers.

Thank you.

Sincerely,

Ron and Amy

Ron Cohen, M.D. and Amy D. Martini
246 Harriman Road
Irvington, NY 10533
Home Tel. 917-664-3645
Cell: 917-757-9856 Ron; 917-664-1538 Amy
E-mail: ron18@aol.com; amartini66@hotmail.com

6h

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:26 AM
To: 'laurie@friedmanstaffing.com'
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Postpone the vote on cell tower land lease extention

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Laurie Friedman <laurie@friedmanstaffing.com>
Date: Sat, Oct 18, 2014 at 10:39 AM
Subject: Postpone the vote on cell tower land lease extention
To: ckehoe@irvingtonny.gov

It should be investigated and any deal should be made at the last possible moment.
Please have proper valuation of the lease performed.

Thank you
Laurie Wasserman
101 Valleyview Road
Irvington

--
Connie Kehoe
litware@gmail.com
914 231 6969 (land line)

61

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:26 AM
To: 'H.Canning@vill.com'
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Pending vote on Mountain Road Cell Tower

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Canning, John <[REDACTED]>
Date: Sat, Oct 18, 2014 at 8:18 PM
Subject: RE: Pending vote on Mountain Road Cell Tower
To: Chris Canning <chrisccanning@optonline.net>, "kris.woll@irvington.gov" <kris.woll@irvington.gov>
Cc: "mgilliland@irvingtonny.gov" <mgilliland@irvingtonny.gov>, "ckehoe@irvingtonny.gov" <ckehoe@irvingtonny.gov>, "wmontgomery@irvingtonny.gov" <wmontgomery@irvingtonny.gov>, "bsmith@irvingtonny.gov" <bsmith@irvingtonny.gov>

Dear BOT members,

I was informed that the Mt Road cell tower owner wants to extend the contract with the Village from 2023 to 2043 now.

I know nothing about it but it seems somewhat premature. I suggest that they are proposing this to their advantage. In a zero sum game, this means it would be to our disadvantage. I would suggest the Board not extend the contract unless and until the cell tower owner explain to the Board why the extension now would be most advantageous to them and to the Village AND that the Board confirms that their explanation is logical.

As usual,

Thank for your attention to this and all other matters.

Best,

j.

John Canning
Office Managing Director

6j

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:27 AM
To: ~~christina.canning@optonline.net~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Pending vote on Mountain Road Cell Tower

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Chris Canning <~~christina.canning@optonline.net~~>
Date: Sat, Oct 18, 2014 at 8:12 PM
Subject: Pending vote on Mountain Road Cell Tower
To: kris.woll@irvingtonny.gov
Cc: mgilliland@irvingtonny.gov, ckehoe@irvingtonny.gov, wmontgomery@irvingtonny.gov, bsmith@irvingtonny.gov

Dear BOT Members,

Please postpone voting on an extension of the Village of Irvington's contract with Crowne Castle Inc. until we have additional professional assessments of the lease to consider and until the implications of such a long-term and binding agreement have been fully explored.

Thank you each for your service to our village and for your consideration of my request.

Sincerely,
Christina Canning

--
Connie Kehoe
litware@gmail.com
914 231 6969 (land line)

60k

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:27 AM
To: ~~burkhardt.roger@gmail.com~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Trustees need a 2nd opinion

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Roger <~~burkhardt.roger@gmail.com~~>
Date: Sun, Oct 19, 2014 at 9:48 AM
Subject: Trustees need a 2nd opinion
To: "mgilliland@irvingtonny.gov" <mgilliland@irvingtonny.gov>, "ckehoe@irvingtonny.gov" <ckehoe@irvingtonny.gov>, "wmontgomery@irvingtonny.gov" <wmontgomery@irvingtonny.gov>, "\"bsmith@irvingtonny.gov\" \"bsmith@irvingtonny.gov\" \"bsmith@irvingtonny.gov\" <bsmith@irvingtonny.gov>
Cc: Julia Wexler <~~julia@julianwexler.com~~>, J Fankhanel <~~j.fankhanel@gmail.com~~>, Carole Demas <~~carole@caroledemas.com~~>, Danny Gold <~~danny@danngold.com~~>

I am writing to request the Trustees to delay the vote on the 20+ year contractual commitment to the cell tower to allow for a rigorous 2nd opinion

Not only is that prudent given the scale and length of this contract but arguably a fiduciary duty of the Trustees

- Roger Burkhardt
220 Taxter road

--
Connie Kehoe
litware@gmail.com
914 231 6969 (land line)

(61)

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:28 AM
To: ~~craig.vogel@gmail.com~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Postpone the vote on cell tower land lease

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: **Craig Vogel** <~~craig.vogel@gmail.com~~>
Date: Sun, Oct 19, 2014 at 12:08 PM
Subject: Postpone the vote on cell tower land lease
To: ckehoe@irvingtonny.gov
Cc: kriswoll@irvingtonny.gov, Jill Bailin Rembar <reachpeace@yahoo.com>

Please postpone Monday night's vote on the Mountain Road cell tower so Irvington can get a second opinion.

Thanks,
Craig

--
Connie Kehoe
litware@gmail.com
914 231 6969 (land line)

Com

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:28 AM
To: ~~Pat Mulvey@JewishHome.org~~
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: hi Connie,

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: Mulvey, Patricia <~~Pat.Mulvey@JewishHome.org~~>
Date: Sun, Oct 19, 2014 at 2:24 PM
Subject: hi Connie,
To: "ckehoe@irvingtonny.gov" <ckehoe@irvingtonny.gov>

I would propose the Board of Trustees postpone the vote on the cell tower. It doesn't expire for a while, perhaps it's more valuable that we are aware of. I think we should look into it further.

All the best,

Pat

Patricia L. Mulvey, LMSW. C-ASWCM

Geriatric Care Manager

Solutions at Home

Jewish Home Lifecare

104 West 29th Street - 8th Floor



Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:29 AM
To: 'brian.smith@irvingtonny.gov'
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Postpone the vote

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

----- Forwarded message -----

From: <ckehoe@irvingtonny.gov>
Date: Sun, Oct 19, 2014 at 7:52 PM
Subject: Postpone the vote
To: "ckehoe@irvingtonny.gov" <ckehoe@irvingtonny.gov>

This additional monies will pay for the recycling fees for the sport field when it has to be replaced with tax payers money in ten years.

Please postpone and reevaluate Thank you,
Charlotte Puzio
102 Valleyview Road

Sent from my iPhone

--
Connie Kehoe
litware@gmail.com
914 231 6969 (land line)

600

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:32 AM
To: [REDACTED]
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Long term extension of Crown Castle cell tower lease

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

Begin forwarded message:

From: Mark Shore Mazur <[REDACTED]>
Date: October 20, 2014 at 5:23:36 PM EDT
To: kwoll@irvingtonny.gov, mgilliland@irvingtonny.gov, Connie Kehoe <ckehoe@irvingtonny.gov>, Walter Montgomery <wmontgomery@irvingtonny.gov>, Brian Smith <bsmith@irvingtonny.gov>
Cc: Larry Schopfer <lschopfer@irvingtonny.gov>
Subject: re: Long term extension of Crown Castle cell tower lease

As 25 year residents, we urge the Village of Irvington Board of Trustees to defer making a binding decision on the lease extension for the cell tower until secondary / alternate expert opinion(s) regarding the value of the lease can be obtained and considered.

We say this given that this matter:

- involves a very long time frame: until when most of us will no longer be here
- involves a current lease with 9 more years on it, effective until 2023

It is prudent to make a modest delay that will permit due diligence be done, given the income stream such a lease represents to a village under continuous financial pressure; plus the inability of most of us to grasp what this is / will be worth a 10, 20, or 30 years from now.

Thank you for your consideration.

Mark Mazur & Nancy Mazur
3 Jaffray Park
cell [REDACTED]
email [\[REDACTED\]](mailto:[REDACTED])

6p

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:32 AM
To: [REDACTED]
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Urging postponement of vote on Crown Castle cell tower lease

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

Begin forwarded message:

From: Nicola Coddington <[REDACTED]>
Date: October 20, 2014 at 5:06:54 PM EDT
To: "Brian C. Smith" <bsmith@irvingtonny.gov>, "Montgomery, Walter" <wmontgomery@rlmnet.com>, Mark Gilliland <mg@markg.org>, Connie Kehoe <litware@gmail.com>, Kris Woll <kriswoll@aol.com>
Cc: Larry Schopfer <lschopfer@irvingtonny.gov>
Subject: Urging postponement of vote on Crown Castle cell tower lease

Dear Mayor and Trustees,
From what we have been able to learn about this issue, the Village would lose nothing, and stand to gain (information, value) by postponing the vote scheduled for tonight on whether to extend Crown Castle's lease. It appears to be a very old lease and could bear analysis by additional consultants, which might result in the Village's gaining a better understanding of the potential losses/gains involved in locking ourselves into an extended period.

Thank you,

Nicola and Peter Coddington

57 Hillside Terrace
Irvington NY 10533

Phone [REDACTED]
Mobile [REDACTED]

69

Larry Schopfer

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 10:33 AM
To: 'Michael Hanna' <mhanna@halfmoonnorth.com>
Cc: Brian Smith (bsmith@irvingtonny.gov); Connie Kehoe (litware@gmail.com); Kris Woll; Mark Gilliland (mg@markg.org); 'Walter Montgomery (wmontgomery@rlmnet.com)'
Subject: RE: Postpone the vote on cell tower land lease extension

Thank you for communicating to the Board regarding the cell tower lease. The lease was originally discussed at a worksession on August 6, then at the October 6 and October 20 Board of Trustees meetings. Videos of those meetings are posted online at <http://www.irvingtonny.gov/index.aspx?nid=356>. The extensive chronology of the Board's review of this lease was summarized at the October 20 meeting and the Board agreed to hire a second consultant, to reevaluate the lease.

Larry Schopfer
Village Administrator

Begin forwarded message:

From: "Michael Hanna" <mhanna@halfmoonnorth.com>
Date: October 20, 2014 at 3:42:10 PM EDT
To: mgilliland@irvingtonny.gov, ckehoe@irvingtonny.gov, "wmontgomery@irvingtonny.gov" <wmontgomery@irvingtonny.gov>, Brian Smith <bsmith@irvingtonny.gov>, Kris Woll <Kriswoll@aol.com>
Cc: Michael Hanna HMCAN <mhanna@halfmoonnorth.com>
Subject: Fwd: Postpone the vote on cell tower land lease extension

Dear Trustees,

Kris Woll makes a very clear case for getting additional analysis of the lease to Crown Castle Inc.

Please consider taking more time if the Village stands to benefit from the additional review.

Sincerely,

Michael Hanna
159 S Buckhout St.
T 917-730-8790

Begin forwarded message:

-----Original Message-----

From: Kris Woll <kriswoll@aol.com>
To: kriswoll <kriswoll@aol.com>
Sent: Fri, Oct 17, 2014 2:02 pm
Subject: Postpone the vote on cell tower land lease extension

(60)

Larry Schopfer

From: Jill Bailin Rembar <[REDACTED]@yahoo.com>
Sent: Friday, October 24, 2014 12:16 AM
To: Brian Smith; kwoll@irvingtonny.gov; wmontgomery@irvingtonny.gov; Constance Kehoe; mgilliland@irvingtonny.gov
Cc: lschopfer@irvingtonny.gov
Subject: official correspondence, re contracts

Dear members of the Board of Trustees:

To follow up on Crown Atlantic cell tower lease renewal discussion, I wanted to ask you about **who is permitted to review contracts -- both prior to signing, and after the fact**. Given that the decision on the cell tower lease and any negotiations to be made depend greatly on what is in the current contract and its related sub-contracts, I was surprised to learn that when Kris Woll had asked to see some (or was it one?) prior contract(s) to help her understand the situation, it was not supplied to her.

My question is: **if a board member wishes to see a contract between the Village and another entity -- especially a contract that is the underpinning or that is relevant to a matter for which you are responsible -- is that contract not made available as a matter of course?** Or must the board member ask? Or are board members not permitted to see such contracts?

Second question: if I wanted to see that contract, would I be allowed to? Would I have to FOIL it, or would just asking do?

It was interesting that Walter Montgomery referred to the fire truck disaster in the conversation about the lease renewal. If my recollection is accurate, Ed Ritter, who was a Village staff member (I don't remember his title) at the time, apparently sent more money to the fire truck company than the contract specified... With an event like that in our past, it seems to me that if any board member wants to look at and study any contract, everyone should be thrilled. Perhaps board members should be required to read contracts. Easy for me to say, right? However, I am serious. That would seem to fall under the heading of doing one's fiduciary duty.

Also, thank you for agreeing to re-examine the lease renewal for the cell tower, and for all of your hard work for the village.

Please do consider this "official correspondence" ... and I'd also like an official response. Thanks so much.

Jill Bailin Rembar
[REDACTED] home
[REDACTED] cell

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF IRVINGTON, NY
HELD ON MONDAY, OCTOBER 20, 2014 AT 7:00 P.M.
AT VILLAGE HALL, 85 MAIN STREET, IRVINGTON, NY**

Present: Brian C. Smith, Mayor
Mark Gilliland, Trustee
Constance Kehoe, Trustee
Walter Montgomery, Trustee
Kristen C. Woll, Trustee
Lawrence S. Schopfer, Village Administrator
Brenda M. Jeselnik, Clerk/Treasurer
Marianne Stecich, Village Attorney

Mayor Smith called the meeting to order and led those in attendance in the Pledge of Allegiance to the flag of the United States of America.

The Mayor was excited and pleased to announce a Federal Grant for the Irvington Community Advisory Board Drug Free Communities Project in the amount of \$625,000 over a five year period. CAB Co-Chairs Tanya Hunt and Allyson Felix spoke about the grant application process and plans for use of the funding.

Richard Borkow, Dobbs Ferry Historian, gave an educational presentation of the Washington-Rochambeau National Historic Trail and its significance during the Revolutionary War in defeating the British and the fact that the trail goes through Irvington.

RESOLUTION 2014-108

WASHINGTON-ROCHAMBEAU REVOLUTIONARY ROUTE ROAD SIGN

Trustee Kehoe offered the following resolution, which was seconded by Trustee Gilliland and adopted:

WHEREAS several Washington-Rochambeau Revolutionary Route road signs have been installed along the Washington-Rochambeau Revolutionary Route in order to commemorate important locations on that route; and

WHEREAS the departure of the Continental Army, on August 19, 1781, from its summer encampment by the Hudson, for Washington's 1781 march to Virginia, was an event of critical historic importance; and

WHEREAS the Continental Army marched north on August 19, 1781, on the "river road" (now called Broadway, through present-day Irvington);

BE IT RESOLVED that the National Park Service and appropriate New York State agencies be requested to assist the Village of Irvington in arranging for the installation of a Washington-Rochambeau Revolutionary Route road sign on Broadway in Irvington, across from the historic Harmse-Odell House and Tavern, or another appropriate location in Irvington on Route 9.

The vote resulted as follows:

DRAFT

AYES: 5 (Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS: 0

Mayor Smith made the following announcements:

- a. The Irvington Police Department continues their diligence for pedestrian safety and received a Pedestrian Safety Commination for the 48th consecutive year. The also received a 2014 Community Traffic Safety Award.
- b. Love 'Em and Leave 'Em Leaf Training schedule
- c. Trails Day – November 1, 2014

There was no correspondence for review.

Mayor Smith opened the floor for comments from the public. Jill Rembar inquired on the deadline for correspondence to be included on the agenda. She also addressed the Board with questions regarding the cell tower lease agreement and why it was being considered nine years prior to expiration.

Mayor Smith offered the following resolutions of the Consent Agenda, which were seconded by Trustee Montgomery and adopted:

RESOLVED, to approve the minutes of the Regular Meeting of the Village Board held on October 6, 2014.

RESOLUTION 2014-109
APPOINTMENT OF PERSONNEL

RESOLVED, to appoint the following individual effective immediately:

<u>Name</u>	<u>Position</u>	<u>Rate</u>
Paul Cancro	Motor Equip. Oper. (P/T Availability)	\$40.00/hr.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS: 0

The continuation of a public hearing to consider a local law amending the Zoning Code with respect to deer fences was deferred until the next Board Meeting scheduled for November 3, 2014.

Regarding the 2ND Amendment to Lease Agreements and Memorandum between the Village of Irvington and Crown Atlantic Company, Mayor Smith reviewed the history going back to February 2013 when the Village was first approached. He added that while most of the focus has been on the sublease structure, perhaps more focus should have been on maximizing the base lease and suggested that the vote be deferred. Trustee Woll stated that she requested copies of the subleases and agreed that the land lease portion may be undervalued but added that the revenue projections were flawed. Marianne Stecich, Village Attorney, provided clarification. Trustee Woll suggested a second opinion of the lease by another consultant. There was extensive discussion by the Board, including the process by which issues were handled. It was agreed to defer the vote and hire a consultant for a second review.

RESOLUTION 2014-110

APPOINTMENT OF INTERMEDIATE ACCOUNT CLERK (TEMPORARY)

Mayor Smith offered the following resolution, which was seconded by Trustee Montgomery and adopted:

RESOLVED, to appoint Roberto Romero to the position of Intermediate Account Clerk Temporary in the Clerk/Treasurer's Office at an annual salary of \$56,966 effective October 21, 2014.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS:	0	

RESOLUTION 2014-111

TERMINATION OF A MOTOR EQUIPMENT OPERATOR PURSUANT TO SECTION 71 OF THE CIVIL SERVICE LAW

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe and adopted:

RESOLVED, that Motor Equipment Operator Adam Kearns is terminated from employment with the Village effective September 5, 2014. This action is taken in accordance with Section 71 of the Civil Service Law. Mr. Kearns did not return from a Workers' Compensation leave which lasted more than a year.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS:	0	

Mark Gilliland announced demonstration dates for leaf mulching and other Green Policy Task Force initiatives. He also mentioned the Halloween Parade hosted by the Fire Department and that the new Tree Removal Permit form is nearly ready for review.

Trustee Woll Reported on the Irvington Woods Committee noting that Trails and Nature Center Appreciation Day is November 1st. She also reported on the Irvington School Board.

Trustee Montgomery reported on activities of the Department of Public Works and Water Department noting the rock stabilization project of Cyrus Field Road, installation of raised bluestone curbs on West Clinton Avenue and the Riverview Road water storage tank renovation that is near completion. He started the Recreation Report with thanking everyone who helped with the first Rocktoberfest. He then recapped the many fall events for residents of all ages and thanked Meredith Vieira for hosting the Seniors at a recent taping of her show. On a sad note, he announced the passing of long-time Beautification Committee member Maria Budeiri.

Trustee Kehoe reported on the Housing Committee and Library noting the upcoming book sale. She also reported on the Irvington Theater which is expanding programming.

DRAFT

Administrator Larry Schopfer announced that he attended a land use seminar Pace University that covered various topics including affordable housing.

Mayor Smith opened the floor to public comment. After a review of action items, and there being no further business, Mayor Smith made a motion to adjourn which was seconded by Trustee Gilliland and unanimously approved.

Brenda M. Jeselnik, Clerk/Treasurer

RESOLUTION 2014-XXXX

AUTHORIZATION TO APPROVE CHANGE ORDER #1 FOR RIVERVIEW ROAD WATER STORAGE TANK REHABILITATION PROJECT

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED, to approve the change order omitting the line item for removing an existing tree stump on the site.

The vote resulted as follows:

AYES:

NAYS:

ABSENT:

Karen Buccheri

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Monday, October 27, 2014 2:38 PM
To: Karen Buccheri
Subject: FW: RVRWST - Change Order omitting Tree Removal
Attachments: CO#1 - Tree Removal - RVRWST.pdf

For 11/3 agenda.

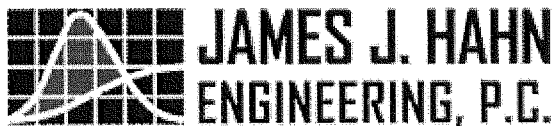
From: Paul Volpicelli [<mailto:pvolpicelli@hahn-eng.com>]
Sent: Monday, October 20, 2014 10:21 AM
To: Larry Schopfer (lschopfer@irvingtonny.gov); James Englishby (jenglishby@irvingtonny.gov)
Cc: Daniel Malcos; Douglas Hahn; George Pommer
Subject: RVRWST - Change Order omitting Tree Removal

Larry,
Attached for your review and approval, please find Change Order #1, dated August 28, 2014 in the amount of \$26,000.00 credit to the referenced project.

This change order omits the line item for removing an existing tree stump on the site. The Contractor did not object to the Village removing the tree and the work was conducted earlier in the project. We have reviewed and evaluated the attached credit and recommend that the Change Order be approved by the Town.

Please return an executed change order from the Village and we will distribute to the Contractor. If there are any questions or comments, please do not hesitate to contact me at your earliest convenience.

Paul Volpicelli
Senior Project Inspector
pvolpicelli@hahn-eng.com



Putnam Business Park
1689 Route 22
Brewster, NY 10509
Tel: (845) 279-2220
Fax: (845) 279-8909

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CHANGE ORDER NO. 1
August 28, 2014

PROJECT: Proposed Riverview Road Water Storage Tank Rehabilitation Project
Village of Irvington

CONTRACTOR: Worldwide Industries, Corporation

TO: Ray Koren
President

You are directed to make the following changes to the referenced project. The work should be paid for as per the prices shown below.

DESCRIPTION: The proposed tree can be removed by the Village. This change order will reduce the contract amount of the project.

COST SUMMARY:

Description of Work	Unit Cost	Cost Extension
Omit removal of the tree in Line item TR – Tree Removal	1/ Each	(\$26,000.00)

TOTAL CREDIT OF CHANGE ORDER: (\$26,000.00)

Change Order No. 1 – Omit Tree Removal
Riverview Road Water Storage Tank
Village of Irvington
August 28, 2014


NEW CONTRACT PRICE:

Contract price prior to this Change Order:	\$ 948,400.00
Change resulting from this Change Order:	(\$ 26,000.00)
New Contract price including this Change Order:	\$ 922,400.00

The above changes are recommended for approval:

James J. Hahn Engineering, P.C.
Village Consulting Engineer

By:


James J. Hahn, P.E.

Dated:

9/5/14

The above changes are accepted:

Village of Irvington

By:

Lawrence S. Schopfer
Village Administrator

Dated:

The above changes are accepted:

Worldwide Industries
General Contractor

By:


Ray Koren
President

Dated:

10/13/14

**RESOLUTION 2014-XXX
APPROVAL FOR THE SUPERINTENDENT OF RECREATION & PARKS TO ATTEND
CONFERENCE**

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED, to approve the Superintendent of Recreation & Parks to attend a conference at SUNY Cortland on November 5, 2014 for one night with the cost of the conference, lodging, and mileage not to exceed \$250.00.

Karen Buccheri

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Tuesday, October 28, 2014 2:03 PM
To: Karen Buccheri
Subject: FW: Cortland College Trip

11/3 agenda.

From: Joe Archino [mailto:jarchino@irvingtonny.gov]
Sent: Tuesday, October 28, 2014 1:45 PM
To: Larry Schopfer
Cc: Brenda Jeselnik
Subject: Cortland College Trip

I will be spending a night in Cortland for the Suny Cortland Recreation Conference.

I am presenting at the Conference.

I will be staying over on November 5th for 1 night.

Anticipated expenses are 200.00 for the trip.

Let me know if you have any questions.

jda

Joseph D. Archino
Village of Irvington
Superintendent of Recreation and Parks

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RESOLUTION 2014-XXX
APPOINTMENT OF LABORER FOR RECREATION DEPARTMENT

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED, to make the following seasonal appointment:

<u>Name</u>	<u>Rate</u>	<u>Title</u>	<u>Effective</u>
James Ruffler	\$20.00/hr.	Laborer (part time)	as needed

Karen Buccheri

From: Brenda Jeselnik <bjeselnik@irvingtonny.gov>
Sent: Tuesday, October 28, 2014 8:12 PM
To: Karen Buccheri; Larry Schopfer; Ana Maria Kusiak (Ana Maria Kusiak)
Subject: Agenda

Joe will be using James Ruffler from time to time. Laborer - part-time as needed.

Brenda

From: Joe Archino [<mailto:jarchino@irvingtonny.gov>]
Sent: Friday, October 10, 2014 10:29 AM
To: Brenda Jeselnik
Cc: Larry Schopfer; LAURA COAPMAN
Subject: Part time Driver

Brenda,

I have asked Jimmy Ruffler to work on Saturday as a Van Driver for the Rocktoberfest Event. I know he is already on Village Payroll for the Fire Department and he has also done some work for DPW.

I am asking his rate of pay to be \$20.00 per hour which is consistent with other Part time drivers employed by my department.

Let me know if you have any questions.

jda

Joseph D. Archino
Village of Irvington
Superintendent of Recreation and Parks

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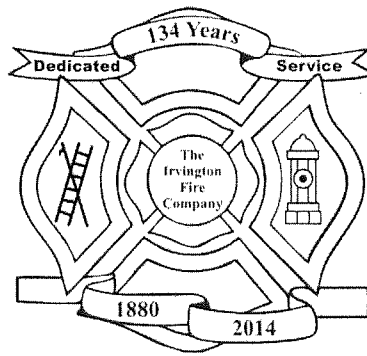
Click [here](#) to join the e-mail list

RESOLUTION 2014-XXX
APPROVAL OF FIRE COMPANY FUNDRAISING LETTER

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to approve the fundraising letter from the Irvington Fire Company, Inc.

Matthew Schaeffer, *President*
Will Baisley, *Vice President*
Steve Mangiacotti, *Treasurer*
Dave Lutomski, *Recording Secretary*
Dennis Montaruli, *Financial Secretary*



Ed Lisnak, *Trustee*
Howard Billings, *Trustee*
Jerry Malota, *Trustee*
Joe Clarke, Sr., *Trustee*
Joe Clarke, Jr., *Trustee*

The Irvington Fire Company

90 Main Street, Irvington NY, 10533

November 2014

Dear Friends and Neighbors,

The men and women of the Irvington Fire Company provide the Village of Irvington Fire Department with personnel, and have been proudly serving our community for more than 134 years. All of our members, from the Chief of the Department to our newest Probationary Firefighter, are volunteers. Last year, we responded to 331 fire and rescue calls, with an average response time of 3 minutes and 37 seconds. In addition to emergency response duties, we participate in weekly training sessions in firefighting, water rescue, hazardous material operations and fire prevention. We are extremely proud that all of our operational personnel are New York State certified firefighters and that we have one of the best trained departments in Westchester County.

In addition to responding to emergencies and training, our members participate in a variety of community-based activities in cooperation with the police department, ambulance corps, recreation department and school district. Listed below are a few of the programs that we support:

- Memorial Day Parade
- Halloween Block Party
- Penguin Plunge
- Irvington Seniors Annual Luncheon
- Holiday Happening Refreshments
- I.H.S. Unsung Heroine / Hero Awards
- Chief Schnibbe Memorial Scholarship Fund
- Village of Irvington and School District Calendar
- Irvington Rec. Little League Baseball Team
- I.H.S. Community Service Day

It is through your support of the Irvington Fire Company that we can continue the high level of community service we have always been proud to provide. Your donation helps us support these and other community activities, in addition to the good and welfare of our volunteers. Because of your generosity, we are able to provide meals after trainings, to provide medical reimbursements to our members, to host teambuilding events, and to continue the traditions of Annual Fire Department Inspection and our annual Installation Dinner & Dance. These benefits help us attract and retain the highest quality personnel.

We appreciate your continued support and stand ready to protect you and your family 24 hours a day, 365 days a year. If you are interested in joining the Irvington Fire Company, to become a firefighter, please contact the Fire Chief at FireChief@IrvingtonNY.gov. The Irvington Fire Company is recognized by the IRS as a 501(c)(3) tax exempt organization and your donation is tax deductible to the extent allowed by the IRS. EIN: 13-3196552.

Sincerely,

The Officers and Members
of the Irvington Fire Company

Karen Buccheri

From: Matthew Schaeffer <mschaeffer@gmail.com>
Sent: Wednesday, October 29, 2014 1:37 PM
To: Karen Buccheri; Larry Schopfer; BRIAN Smith; Will Baisley
Subject: Irvington Fire Company 2014-2015 Fund Raising Appeal
Attachments: IFC Fund Raising Appeal 2014u.pdf

Hello,

Attached is the fund raising appeal that the Irvington Fire Company would like to send to the residents of the Village of Irvington this year. I believe the VOI BOD has to approve it before we can deploy it.

Please let us know if you/they have any questions or comments and of course whether or not they approve of our letter.

In the interest of time, if there are changes requested may I ask that we receive "approval pending those changes" instead of having to wait for another meeting.

Thanks,

Matt Schaeffer

RESOLUTION 2014-XXX
APPROVAL OF CONTRACT 2014-19 FOR PROFESSIONAL SERVICES

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED, to approve contract 2014-19 with CPI-HR for professional services and to authorize the Village Administrator to execute said contract.

**CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this 1st day of November, 2014 by and between CPI-HR, located at PO Box 293, Syracuse, NY 13214 hereinafter referred to as "CONSULTANT" and the Village of Irvington, New York located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as "OWNER".

WHEREAS, the Village of Irvington intends to enter into a contract with the CONSULTANT for the purpose of furnishing certain consulting services in connection with the OWNER'S project Affordable Care Act;

WHEREAS, the CONSULTANT has represented that he possesses sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. SCOPE OF WORK

The CONSULTANT shall perform in a proper manner, satisfactory to the OWNER, the scope of services identified in Exhibit "A" attached hereto and incorporated herein.

II. TIME OF PERFORMANCE and TERM

The services to be performed hereunder shall commence upon receipt by the CONSULTANT of a written "Notice to Proceed" from the OWNER and completed within 1 year.

III. COMPENSATION AND PAYMENT

For satisfactory performance of the services described above, the OWNER shall pay to the CONSULTANT the annual sum of \$9,000. Payable in quarterly installments of \$2,250. due December 2014, March 2015, June 2015, September 2015. The OWNER shall release payment to the CONSULTANT within 60 days of receipt of an approved invoice.

IV. **COMPLIANCE WITH LAWS**

The CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

V. **SUBCONTRACT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONSULTANT of any liability or responsibility for the proper performance of the work under this Agreement.

VI. **INSPECTIONS**

All work performed by the CONSULTANT shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONSULTANT of responsibility for the proper performance of the work.

VII. **EXTRA WORK**

If the CONSULTANT is of the opinion that any work that the CONSULTANT has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the CONSULTANT shall promptly notify the OWNER, in writing, of this fact prior to beginning any of the work. In the event that the OWNER determines that such work does constitute extra work, the OWNER shall provide extra compensation to the CONSULTANT in a fair and equitable manner.

VIII. **TERMINATION FOR CONVENIENCE**

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONSULTANT. Upon receipt of this notice the CONSULTANT shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONSULTANT for all work completed to date. However, in no event shall the OWNER be obligated to pay more than the Agreement value less any previously paid fees.

IX. DEFAULT

Should the CONSULTANT breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONSULTANT fails to perform any of its obligations or if the CONSULTANT fails to give the OWNER assurance of adequate performance within ten (10) working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONSULTANT, the OWNER may:

- a) declare the CONSULTANT to be in default,
- b) cancel this AGREEMENT in whole or in part,
- c) withhold payment of any further funds which may be due the CONSULTANT until the default is corrected, and/or
- d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by determining a percentage of work completed by the CONSULTANT and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

X. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONSULTANT, his subcontractors, agents or employees in connection with his services under this Agreement. The CONSULTANT specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

XI. INSURANCE REQUIREMENTS

The CONSULTANT shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the OWNER:

- | | |
|--------------------------------|---|
| 1.) Employer's Liability | \$1,000,000 |
| 2.) General Bodily Injury | \$1,000,000 each occurrence |
| 3.) General Property Damage | \$1,000,000 each occurrence |
| 4.) Automobile Bodily Injury | \$1,000,000 per injury and
\$1,000,000 each occurrence |
| 5.) Automobile Property Damage | \$1,000,000 each occurrence |
| 6.) Professional Liability | \$500,000 |

Prior to commencing performance, the CONSULTANT shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured on coverages furnished under 1-6 inclusive.

XII. INDEPENDENT CONSULTANT

The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent consultant, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with the OWNER. The OWNER shall be the general administrator and coordinator of the CONSULTANT'S services for the Project.

XIII. RECORDS

The CONSULTANT shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONSULTANT.

All drawings, specifications, reports, information or data prepared by or furnished to the CONSULTANT in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

XIV. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

XV. TRANSFERABILITY OF INTEREST

The CONSULTANT shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONSULTANT shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

XVI. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

XVII. SUPPLEMENTS TO AGREEMENTS

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" - Scope of Services

XVIII. ENTIRE AGREEMENT - AMENDMENTS

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Irvington
(OWNER)

(CONSULTANT)

Lawrence S. Schopfer
Name

Name

Signature

Signature

Village Administrator
Title

Title



Exhibit A

1. Scope of Services to be provided by Company

Company will provide the following services to the Client with respect to Affordable Care Act (ACA) activities related to Client's health and welfare benefits programs mandated by this law and regulations issued thereunder:

- Consult with Client concerning regulatory tracking and filing requirements for ACA
- Make recommendations and assist with implementation on ACA
- Report on legislative updates and consult with Client concerning action plans on ACA
- Assist Client with drafting ACA policies and procedures
 - Create a recommended action plan for ACA compliance
 - Review required policies and procedures for implementation
- Employee Tracking Information and Services
 - Advise Client concerning policy on standard measurement, administration and stability periods
 - Track variable employee benefits eligibility using tracking system and payroll information provided by Client
 - Project financial impacts
- Employer Mandated Notices Requirements
 - Provide mandated notices and action plans for delivery
- Coverage of specific concerns for Client
 - Examine the cost of penalties versus providing coverage
 - Estimate the potential for covering a higher number of participants on the plan
 - Estimate Cadillac excise tax
 - Using Company Cadillac Tax Calculator and actuary, we will provide a cost analysis with financial impact projections
- Consult with Client concerning ACA questions and concerns
- Assist and Provide tool for Completing Employer Reporting in 2015

RESOLUTION 2014-XXX

ADOPTION OF LOCAL LAW AMENDING ZONING CODE WITH RESPECT TO DEER FENCES

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED, to adopt a local law amending the Zoning Code with respect to deer fences.

The vote resulted as follows:

AYES:	0	()
NAYS:	0			

LOCAL LAW ____ OF 2014

AMENDING THE ZONING CODE
WITH RESPECT TO DEER FENCES

Be it enacted by the Board of Trustees of the Village of Irvington as follows:

Section 1: Paragraph 4 of § 224-11.B (One-Family Residence Districts: **Exceptions to yard requirements**) is amended to read as follows (new language in *italics*):

- (4) Cornices or cantilevered roofs may project not more than 2 ½ feet into a required yard. Belt courses, windowsills and other ornamental features may project not more than six inches into a required yard.
- (5) *Fences and walls.* Except as provided in § 224-48¹ hereof, fences or walls not over 6 ½ feet in height may be erected anywhere on the lot. Fences or walls with a height in excess of 6 ½ feet shall conform to the requirements set forth herein for buildings.
- (6) *Deer exclusion fences.* Notwithstanding ¶ (5) above, deer exclusion fences may be erected anywhere on the lot, except as provided in § 224-48 hereof, provided all of the following requirements are met:
 - (a) *The fence may not exceed 8 feet in height.*
 - (b) *The fence may be no closer to the street than the main facade of the house facing the street.*
 - (c) *If the fence is in a required yard, it must be screened by vegetation to conceal the fence and/or diminish its mass. If new vegetation is required, it must be installed simultaneously with the fence. The ARB may require a bond to insure the survival of new plantings.*
 - (d) *The fence material must be black coated wire weld or black coated woven wire material, with a mesh size of not less than 1-1/2" x 4" and not greater than 4" x 4". The fence posts must be either (i) round black metal fence posts with a minimum diameter of 2 ", or (ii) round or square wood posts with a minimum diameter or width*

1

Section 224-48 regulates visibility at intersections.

of 4" . Fence posts must be equal to the height of the fence, spaced no greater than 8 feet on center, and set in concrete.

- (e) *The ARB may waive the requirements of paragraph (d) for a deer exclusion fence surrounding a garden plot or similar limited area, as long as no portion of the fence is located in a required yard.*
- (f) *Electric or energized fencing is prohibited.*
- (g) *An application for the fence must be made to the Board of Architectural Review (ARB) and must include a survey showing the perimeter of applicant's property, photographs sufficient to permit the ARB to evaluate the on-site and nearby off-site conditions, a sample of the fencing material, and the required application fee.*
- (h) *Notice of such application must be given to all adjacent property owners (including those across a street) at least two weeks prior to the ARB meeting at which it is to be considered. Proof of such notice must be submitted at or prior to the ARB meeting.*
- (i) *The ARB must make a finding that the proposed fence will not adversely impact neighboring properties or the character of the neighborhood.*

Section 2: Paragraph 2 of § 224-19.B (Multifamily Residence District: **Exceptions to yard requirements**) is amended to read as follows (new language in *italics*):

- (1) Cornices or cantilevered roofs may project not more than 2 ½ feet into a required yard. Belt courses, windowsills and other ornamental features may project not more than six inches into a required yard.
- (2) Garages so designed as to allow the use of the roof thereof as part of the grounds may be erected in side or rear yards not nearer than four feet to any property line, provided that the average height of such wall or walls thereof which face a side lot line or a rear lot line is not in excess of 6 ½ feet above the average level of such lot line.
- (3) *Fences and walls.* Except as provided in § 224-48 hereof, fences or walls not over 6 ½ feet in height may be erected anywhere on the lot. Fences or walls with a height in excess of 6 ½ feet shall conform to the requirements set forth herein for buildings.

- (4) *Deer exclusion fences. Notwithstanding ¶ (3) above, deer exclusion fences may be erected anywhere on the lot, except as provided in § 224-48 hereof, provided all of the following requirements are met:*
- (a) *The fence may not exceed 8 feet in height.*
 - (b) *The fence may be no closer to the street than the main facade of the house facing the street.*
 - (c) *If the fence is in a required yard, it must be screened by vegetation to conceal the fence and/or diminish its mass. If new vegetation is required, it must be installed simultaneously with the fence. The ARB may require a bond to insure the survival of new plantings.*
 - (d) *The fence material must be black coated wire weld or black coated woven wire material, with a mesh size of not less than 1-1/2" x 4" and not greater than 4" x 4". The fence posts must be either (i) round black metal fence posts with a minimum diameter of 2 ", or (ii) round or square wood posts with a minimum diameter or width of 4" . Fence posts must be equal to the height of the fence, spaced no greater than 8 feet on center, and set in concrete.*
 - (e) *The ARB may waive the requirements of paragraph (d) for a deer exclusion fence surrounding a garden plot or similar limited area, as long as no portion of the fence is located in a required yard.*
 - (f) *Electric or energized fencing is prohibited.*
 - (g) *An application for the fence must be made to the Board of Architectural Review (ARB) and must include a survey showing the perimeter of applicant's property, photographs sufficient to permit the ARB to evaluate the on-site and nearby off-site conditions, a sample of the fencing material, and the required application fee.*
 - (h) *Notice of such application must be given to all adjacent property owners (including those across a street) at least two weeks prior to the ARB meeting at which it is to be considered. Proof of such notice must be submitted at or prior to the ARB meeting.*
 - (i) *The ARB must make a finding that the proposed fence will not adversely impact neighboring properties or the character of the neighborhood.*

Section 3: Paragraph A(1) of §224-66 (Site development plan approval required) is amended to read as follows (new language in *italics*):

Site development plan approval by the Planning Board shall be required for:

- A. The erection of any building, as defined in § 224-3, including on any lot which has received limited site development plan approval, except for:
 - (1) a fence or retaining wall projecting above the ground not more than three feet at the higher ground level and not more than 6 ½ feet at the lower ground level, *except that site development plan approval shall not be required for a deer exclusion fence meeting the requirements of § 224-11B(6) or § 224-19B(4).*

Section 4: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 5: This local law shall take effect upon filing with the Secretary of State.



Robert P. Astorino
County Executive

County Planning Board

October 27, 2014

Larry Schopfer, Village Administrator
Village of Irvington
Village Hall
85 Main Street
Irvington, NY 10533

Subject: Referral File No. IRV 14-007 – Zoning Text Amendment: Deer Fences

Dear Mr. Schopfer:

The Westchester County Planning Board has received a copy of a proposed Local Law to amend the text of the Village Zoning Ordinance by adding new provisions to permit and regulate deer fences.

We have reviewed this matter under the provisions of Section 239 L, M and N of the General Municipal Law and Section 277.61 of the County Administrative Code. As there are no County or intermunicipal planning issues of concern to the County Planning Board, this action is a matter for local determination in accordance with your community's planning and zoning policies.

Thank you for calling this matter to our attention.

Respectfully,
WESTCHESTER COUNTY PLANNING BOARD

By:

Edward Burroughs, AICP
Commissioner

EEB/KE

**RESOLUTION 2014-XXX
INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR
PARTICIPATION IN THE ORGANIC WASTE TRANSPORTATION PROGRAM**

Trustee offered the following resolution, which was seconded by Trustee and adopted

BE IT RESOLVED that the Board of Trustees authorizes the Village Administrator to execute an Inter-municipal Agreement with the County of Westchester to participate in the Organic Yard Waste Management Program.



Office of the County Executive
Robert P. Astorino

Department of Environmental Facilities
Thomas J. Lauro, P.E.
Commissioner

October 15, 2014

Mayor Brian Smith
Village of Irvington
85 Main Street
Irvington, New York 10533

Dear Mayor Smith,

On December 16, 2013, the Westchester County Board of Legislators approved the IMA for Transfer of Organic Waste for Refuse Disposal District #1.

Effective January 2014 the tip-fee will be \$16.56 per ton which will be subject to an Adjustment Factor Equal to the Consumer Price Index every January 1, thereafter.

Please return three (3) signed copies of the IMA together with the completed Certificate of Authority, Municipal Cooperation, and a certified copy of your authorized resolution as soon as possible.

If you have any questions please feel free to contact me at #914-813-5453.

Sincerely,

Mario A. Parise
Director of Operations
Solid Waste Division

MAP/ns

File: IMA Organic Waste

Division of Solid Waste
Wastewater Treatment
Water Agency

270 North Avenue
New Rochelle, New York 10801

Telephone: (914) 813-5400

Fax: (914) 813-5460

Website: westchestergov.com



**INTERMUNICIPAL AGREEMENT (IMA)
for the
ORGANIC YARD WASTE TRANSFER PROGRAM**

Instructions for completing the IMA:

1. **Complete page one (1), four (4), the Municipality's Acknowledgement, Certificate of Authority, and Schedule "A" of IMA.**

Page 1: Fill-in date IMA is being signed, name of municipality and address in spaces provided.

Page 4: Fill-in Municipal Department and address for where correspondence related to the IMA should be sent and sign under "The Municipality".

Schedule "A": Specify the location (address) of the transfer station and current users. List all current transfer station users including other municipalities, local residents and local landscapers.

2. **Make three (3) copies of the IMA.**
3. **Execute all three copies with original signatures** appearing on the Municipal Acknowledgment and the Certificate of Authority.
4. **Return the three (3) signed copies, along with a copy of documentation indicating compliance with SEQRA for the use and operation of a local organic yard waste transfer site, to:**

**Mario Parise
Westchester County Dept. of Environmental Facilities
270 North Avenue (6th floor)
New Rochelle, NY 10801**

When all the above requirements are fulfilled, the County will execute its portion of the Agreement and return one original copy to the municipality.

Any questions? Contact Mario Parise at (914) 813-5453

DISTRICT MEMBER IMA

AGREEMENT made this ____ day of _____, 201__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County"), acting on behalf of the Westchester County Refuse Disposal District No. 1 (the "District")

and

_____, a municipal corporation of the State of New York having an office and principal place of business at _____ (hereinafter referred to as the "Municipality")

WHEREAS, in order to divert additional recyclable materials from the waste stream, the County is initiating an Organic Yard Waste Management Program (the "Program") with municipalities within the District; and

WHEREAS, the Municipality desires to participate in the Program.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Municipality's Responsibilities:

(a) The Municipality shall collect organic yard waste within its boundaries and transport same to the organic yard waste transfer site (the "Transfer Site") specified in Schedule "A" which is attached hereto and made a part hereof. Organic yard waste shall be limited to grass, leaves, brush and wood waste not to exceed three inches (3") in diameter by four feet (4') in length.

(b) The Municipality, either individually or by agreement with another municipality within the District, shall designate the Transfer Site for such purpose, subject to County approval, and shall take any legally required action necessary to register or receive a permit to operate the Transfer Site. The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to jointly provide the Transfer Site, that agreement shall be appended to this Agreement.

(c) The Municipality shall negotiate in good faith with any other municipality within the District that wishes to use the Transfer Site, but the Municipality shall not charge a fee

above the tip fee for garbage at the County's Resource Recovery Facility, as such tip fee may be adjusted from time to time. The names of all municipalities using the Transfer Site shall be included in Schedule "A".

(d) The Transfer Site shall be operated in accordance with Schedule "B" which is attached hereto and made a part hereof.

2. **County's Responsibilities:** The County, either directly or through an agent, shall enter into agreements with one or more contractors operating composting facilities for the recycling of organic yard waste collected by the Municipality. The County shall also arrange for transporting yard waste from the Transfer Site to the composting facilities and shall pay for such transportation and disposal costs.

3. **Term:** The term of this Agreement shall commence on April 1, 2013 and terminate on March 31, 2018, unless sooner terminated as hereinafter provided.

4. **Payment:** For the services to be rendered by the County pursuant to Paragraph "2" above, the Municipality shall pay fees to the County in accordance with the fee schedule set forth in Schedule "C" which is attached hereto and made a part hereof. If the Municipality hosts the Transfer Site for use by itself and other municipalities within the District, the Municipality shall be responsible for paying the County for the full quantity of waste hauled from the Transfer Site. Payment shall be made within thirty (30) days of receipt of a bill from the County, by check payable to "Refuse Disposal District No. 1 c/o Westchester County Department of Environmental Facilities". Payment shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, New Rochelle, New York 10801.

5. **Reports:** No later than March 1st of each year, the Municipality shall provide a report setting forth the total tons or cubic yardage of organic yard waste collected from each participating municipality using the Transfer Site during the preceding year.

6. **Executory Clause:** This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the Program.

7. **Indemnification & Defense:** The Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the errors, omissions or unlawful or negligent acts hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, such claims, demands or causes of action directly or indirectly arising out of this Agreement, as described in subsection (a.) above, and to bear all other costs and expenses related thereto.

8. **Termination**: This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Paragraph 3 above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

9. **Assignment & Subcontracting**: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Municipality.

10. **Compliance with Law**: In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state and local laws, rules and regulations.

11. **No Discrimination**: The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

12. **Notices**: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Deputy Commissioner
Division of Solid Waste Management
Department of Environmental Facilities
270 North Avenue
New Rochelle, New York 10801

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

or to such other addresses as either party may designate by notice.

13. **No Agency:** Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

14. **Entire Agreement:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

15. **Approval by the County Attorney:** This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

16. **Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____
Thomas J. Lauro, P.E.
Commissioner of Environmental Facilities

THE MUNICIPALITY

By _____
(Name and title)

Authorized by Act No. 203-2013 adopted by the Board of Legislators of the County of Westchester on the 16th day of December, 2013.

Approved by the Board of Acquisition and Contract of the County of Westchester on the ____ day of _____, 2014.

Approved as to form and
manner of execution:

Sr. Assistant County Attorney
County of Westchester
S/Vutera/DXF/93325/Organic Waste IMA District Member 2013 3-6-14

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 201__, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he/she, the said _____ resides at

and that he/she is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village Law, Town Law, General
Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date
hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 201__, before me personally came _____
_____ whose signature appears above, to me known, and know to
be the _____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who
being by me duly sworn did depose and say that he/she, the said _____
resides at _____, and
that he /she is the _____ of said municipal
corporation.

(title)

Notary Public

County

SCHEDULE "A"

TRANSFER SITE LOCATION AND USERS *(to be completed by the Municipality)*

SITE NAME & ADDRESS:

LIST OF CURRENT USERS:

Note: The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to *jointly provide* the Transfer Site, that agreement shall be appended to this Agreement.

SCHEDULE "B"

YARD WASTE TRANSFER SITE OPERATIONAL REQUIREMENTS

The Host Municipality must:

Provide a site that is at least 1/2 acre in size and provides adequate space for 110 cubic yard trailers to enter, load and leave.

Register the site with the NYS Dept. of Environmental Conservation and conduct site specific environmental reviews as necessary to comply with SEQRA; coordinate such reviews with the County Dept. of Environmental Facilities as an "involved agency".

Provide a front end loader and qualified operator (The Loader must be able to reach 13 feet, 6 inches utilizing either municipally provided ramp or extended arms.)

Make site improvements necessary for this transfer station operation (i.e., a ramp for loading the waste or a loader capable of reaching a height of 13' 6")

Staff the site with municipal personnel at all times between 7 a.m. and 3 p.m.

Operate the site in a "load and go" manner whereby staged yard waste is loaded directly into provided trailers and trailers will immediately leave the site

Be responsible for any damage incurred to transfer trailers during loading

Prohibit and eliminate plastic bags and other contaminants within the organic yard waste (All contaminants, which are any materials other than yard waste as specified herein, and brown paper leaf bags, must be removed by the Municipality prior to loading. All costs related to contaminated loads shall be the responsibility of the host municipality.)

Accept organic yard waste from other District municipalities (Other District municipalities using the site would pay a tip fee to the host municipality as mutually agreed upon, but less than the current garbage tip fee.)

Accept organic waste from landscapers (Host municipalities may charge landscapers a fee for dumping.)

Keep adequate record of volumes delivered by other municipalities (Municipalities wishing to utilize this program but not allow other District municipalities access may do so at a payment equal to the tip fee for garbage.)

Any of these requirements may be modified for individual sites upon mutual agreement of the County and the host municipality.

SCHEDULE "C"

FEEES

In consideration of the services provided by the County, the Municipality shall pay the County \$16.32 per ton for the period from April 1, 2013 through December 31, 2013. Effective January 1, 2014, the Municipality shall pay the County at a rate subject to an annual adjustment factor equal to the percentage change in the Consumer Price Index for all Urban Consumers for New York, New York-Northeastern New Jersey as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI").

However, if a District host-municipality accepts organic yard waste from a non-District municipality, it shall pay to the County a rate of \$50.00 per ton for such non-District waste, subject to an annual CPI adjustment, which amount represents the County's actual disposal cost plus an administrative fee. To the extent that any non-District member joins the District during the term of this IMA, that municipality shall be entitled to an automatic rate adjustment to allow for the payment of the District rate. The County shall arrange for the transport of the yard waste to composting facilities outside the County

Other District municipalities using the Transfer Site shall pay a tip fee to the host municipality as mutually agreed upon, but in no event may it be higher than the municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time. Notwithstanding the above, if the Municipality excludes other municipalities from using the Transfer Site or fails to negotiate in good faith with them for such use, the Municipality shall pay the County at the rate per ton equal to the full annual municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time.

RESOLUTION 2014-XXX
VOLUNTEER APPOINTMENTS

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to appoint Deborah Flock as a member of the Irvington Housing Committee for a term to expire December 2014.

RESOLVED to appoint Meredith Keltz, Michael Hanna, David J. Van Osdol and Lisa Winton as members of the FACE Committee for a term to expire December 2014.

Karen Buccheri

From: Larry Schopfer <lschopfer@irvingtonny.gov>
Sent: Thursday, October 23, 2014 12:06 PM
To: Karen Buccheri
Subject: FW: Irvington Housing Committee appointment

From: [REDACTED] [mailto:[REDACTED]]
Sent: Thursday, October 23, 2014 11:04 AM
To: lschopfer@irvingtonny.gov
Cc: [REDACTED]
Subject: Irvington Housing Committee appointment

Hello, Larry

I am delighted to report that Deborah Flock is willing to become a formal member of the IHC. Would you please initiate the mayoral appointment process?

Thank you.

Janice

RESOLUTION 2014-XX**AWARD OF CONTRACT FOR AUDIO VISUAL UPGRADE PROJECT (2014-13)**

Trustee offered the following resolution, which was seconded by Trustee and adopted:

WHEREAS, sealed bids were received and opened on October 29, 2014 at 11AM in Village Hall as follows:

1.	Visual Systems Group	
	Town Hall	\$ 88,304
	Library	\$ 31,470
	Senior Center	\$ 29,397
	Recreation Center	\$ 26,486
		<hr/>
		\$175,657.00
2.	Audio Visual Associates	
	Town Hall	\$ 66,979.52
	Library	\$ 24,915.94
	Senior Center	\$ 26,029.73
	Recreation Center	\$ 21,303.99
		<hr/>
		\$139,229.18

WHEREAS, the Village Administrator reviewed the bids submitted and determined that the lowest bidder is in order and responsive to the specifications,

NOW THEREFORE BE IT RESOLVED, that the Village Administrator is authorized to execute a purchase contract for an audio visual upgrade project with Audio Visual Associates of Denville, NJ.